Case No. 14-02620
Consolidated with Cross Appeal Case No. 14-2748

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

ADVANCE CABLE COMPANY, LLC, et al.

Plaintiffs-Appellees,

v.

CINCINNATI INSURANCE COMPANY,

Defendant-Appellant.

On Appeal from the United States District Court
for the Western District of Wisconsin
The Honorable William M. Conley
Civil Action No.: 3:13-cv-229-wmc

MOTION BY UNITED POLICYHOLDERS FOR LEAVE TO FILE A BRIEF AS *AMICUS CURIAE*

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Pursuant to Fed.R.App.P. 26(b), United Policyholders hereby moves that this Court grant it leave to file its *amicus curiae* brief in support of Plaintiffs-Appellees in this matter. The brief is being conditionally filed along with this motion.

1. United Policyholders ("UP") is a non-profit charitable organization founded to preserve the integrity of the insurance system by serving as an information resource and a voice for policyholders' interests. Donations, grants, and volunteer labor support the organization's work.

2. UP has filed over two hundred and thirty-five *amicus* briefs in state and federal appellate courts throughout the United States. The organization has participated by court invitation in briefing and oral argument, and many arguments from UP's *amicus curiae* briefs have been cited with approval by reviewing courts. UP's *amicus* brief was cited in the U.S. Supreme Court's opinion in *Humana Inc. v. Forsyth,* 525 U.S. 299 (1999).

3. UP seeks to fulfill the "classic role of *amicus curiae* in a case of general public interest, supplementing the efforts of counsel, and drawing the court's attention to law that escaped consideration." *Miller-Wohl Co. v. Commissioner of Labor & Indus.,* 694 F.2d 203, 204 (9th Cir. 1982). UP hopes to provide assistance in analyzing public policy implications of the issues presented in a way that compliments the arguments raised by counsel for the parties to this appeal, drawing the court's attention to relevant public policy considerations that have not yet been considered by the lower courts or the parties. UP submits its

amicus curiae brief addressing the issue regarding Cincinnati Insurance Company's argument regarding "direct physical loss" and its attempt to deny coverage in a manner that does not conform to the language of the policy or to the reasonable expectations of the parties.

4. The fundamental requirement of Rule 29 is that an *amicus curiae* brief must be "relevant" and "desirable." Fed. R. App. Proc. 29(b)(1).

5. Here, UP's proposed brief is appropriate and meets the basic requirements of Rule 29 because it explains Cincinnati Insurance Company's attempt to deny coverage for cosmetic loss in a manner that does not conform to the language of the policy or to the reasonable expectations of the parties. It also emphasizes the impact such a holding would have on all policyholders.

Wherefore, United Policyholders respectfully requests that its motion be granted and the attached *amicus curiae* brief be deemed filed.

Dated: October 20, 2014

By: s/ William F. Merlin, Jr.

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CERTIFICATE OF SERVICE

I hereby certify that on October 20, 2014, I electronically filed the foregoing Motion for Leave to File a Brief with the Clerk of the Court for the United States Court of Appeals for the Seventh Circuit by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

This Motion is followed by the *Amicus Brief* of Merlin Law Group/United Policyholders in Support of Plaintiffs/Appellees.

Dated: October 20, 2014

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AMICUS CURIAE BRIEF OF UNITED POLICYHOLDERS IN SUPPORT OF PLAINTIFFS/APPELLEES AND SUPPORTING AFFIRMANCE OF ORDER GRANTING SUMMARY JUDGMENT ON COVERAGE ISSUE

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CIRCUIT RULE 26.1 DISCLOSURE STATEMENT

Appellate Court No: 14-02620

Short Caption: Advance Cable Company, LLC, et al v. Cincinnati Insurance Company

To enable the judges to determine whether recusal is necessary or appropriate, an attorney for a non-governmental party or amicus curiae, or a private attorney representing a government party, must furnish a disclosure statement providing the following information in compliance with Circuit Rule 26.1 and Fed. R. App. P. 26.1.

The Court prefers that the disclosure statement be filed immediately following docketing; but, the disclosure statement must be filed within 21 days of docketing or upon the filing of a motion, response, petition, or answer in this court, whichever occurs first. Attorneys are required to file an amended statement to reflect any material changes in the required information. The text of the statement must also be included in front of the table of contents of the party's main brief. **Counsel is required to complete the entire statement and to use N/A for any information that is not applicable if this form is used.**

[ ] **PLEASE CHECK HERE IF ANY INFORMATION ON THIS FORM IS NEW OR REVISED AND INDICATE WHICH INFORMATION IS NEW OR REVISED.**

(1) The full name of every party that the attorney represents in the case (if the party is a corporation, you must provide the corporate disclosure information required by Fed. R. App. P 26.1 by completing item #3):

United Policyholders

(2) The names of all law firms whose partners or associates have appeared for the party in the case (including proceedings in the district court or before an administrative agency) or are expected to appear for the party in this court:

William F. Merlin, Jr., Merlin Law Group, P.A.

(3) If the party or amicus is a corporation:

i) Identify all its parent corporations, if any; and

N/A

ii) list any publicly held company that owns 10% or more of the party's or amicus' stock:

N/A

Attorney's Signature: S/ Date: 10/14/14

Attorney's Printed Name: Amy Bach, Esq.

Please indicate if you are *Counsel of Record* for the above listed parties pursuant to Circuit Rule 3(d). **Yes** ____ **No** X

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STATEMENT OF IDENTITY AND INTEREST

Amicus curiae United Policyholders ("UP") is a non-profit charitable organization founded to preserve the integrity of the insurance system by serving as an information resource and a voice for policyholders' interests. Its work is done with the aid of donations, grants, and volunteer labor.

UP has filed over two hundred and thirty-five *amicus* briefs in state and federal appellate courts throughout the United States. The organization has participated by court invitation in briefing and oral argument, and many arguments from UP's *amicus* briefs have been cited with approval by reviewing courts, including the U.S. Supreme Court.

UP seeks to fulfill the "classic role of *amicus curiae* in a case of general public interest, supplementing the efforts of counsel, and drawing the court's attention to law that escaped consideration." *Miller-Wohl Co. v. Commissioner of Lab. & Indus.*, 694 F.2d 203, 204 (9th Cir. 1982). UP hopes to provide assistance in analyzing public policy implications of the issues presented in a way that complements the arguments raised by counsel for the parties to this appeal.

UP submits this *amicus* brief in support of the position of the plaintiffs/appellees Advance Cable Company, LLC and Pinehurst Commercial Investments, LLC (collectively "Advance Cable"). It files simultaneously with this brief a motion under Fed. R. App. P. 29(b) for leave to file this brief.

STATEMENT PURSUANT TO RULE 29(c)(5)

Advance Cable and its counsel did not draft any part of this brief or contribute any money that was intended to fund the preparation or submission of this brief. This brief was drafted and funded *pro bono* by Merlin Law Group, a law firm that supports United Policyholders and has no direct interest in this lawsuit.

SUMMARY OF THE ARGUMENT

Insurance involves the public trust. Laws and rules regulating insurance companies have grown out of a need to ensure that insurers can, and when presented a valid claim will, pay. In almost every jurisdiction insurance policy interpretation has the following test: what would a reasonable person in the position of the insured understand the policy to cover?

Defendant/Appellant Cincinnati Insurance Company posits that the common policy term "direct physical loss" does not include cosmetic damages, even though the plain meaning of the phrase requires only that there be physical (real, not imaginary) damage. Cincinnati attempts to read into the policy an exclusion for cosmetic damage that simply does not exist. Like every insurer, it should be held to the terms of the policy it wrote and issued.

ARGUMENT

I. Holding Insurers to the Reasonable Interpretation of the Policies They Drafted is Vital to the Public Interest

The business and role of insurance is important and involves the public trust:

> [T]he insurance industry plays a very important institutional role by providing the level of predictability requisite for the planning and execution that leads to

> further development. Without effective planning and execution, a society cannot progress.
>
> ....
>
> Insurance is purchased routinely and has become pervasive in our society. It protects against losses that otherwise would disrupt our lives, individually and collectively. The public interest, as well as the individual interests of millions of insureds, is at stake. This is the foundation for the general judicial conclusion that the business of insurance is cloaked with a public purpose or interest.

Roger C. Henderson, *The Tort of Bad Faith in First-Party Insurance Transaction: Refining the Standard of Culpability and Reformulating the Remedies By Statute,* 26 U. Mich. J.L. Ref. 1, 9-11 (Fall 1992) (footnotes omitted).

The insurance transaction pits a potentially vulnerable public against an industry expert in its field:

> [A]n insurance policy is not an ordinary contract. It is a complex instrument, unilaterally prepared, and seldom understood by the assured… The parties are not similarly situated. The company and its representatives are experts in the field; the applicant is not.

Prudential Insurance Co. of Am. v. Lamme, 425 P.2d 346, 347 (Nev. 1967).

Even from an historical perspective, in 1873 a New Hampshire court explained that one reason why policies were so difficult to understand was that their incomprehensibility made it easier for an insurer to wrongfully deny coverage.

> The principal act of precaution was, to guard the company against liability for losses. Forms of applications and policies (like those used in this case), of a most complicated and elaborate structure, were prepared, and filled with covenants, exceptions, stipulations, provisos, rules, regulations, and conditions rendering the policy void in a great number of contingencies. These provisions were of such bulk and character that they would not be understood

> by men in general, even if subjected to a careful and laborious study: by men in general, they were sure not to be studied at all. The study of them was rendered particularly unattractive, by a profuse intermixture of discourses on subjects in which a premium payer would have no interest. The compound, if read by him, would, unless he were an extraordinary man, be an inexplicable riddle, a mere flood of darkness and confusion. Some of the most material stipulations were concealed in a mass of rubbish, on the back side of the policy and the following page, where few would expect to find anything more than a dull appendix, and where scarcely anyone would think of looking for information so important as that the company claimed a special exemption from the operation of the general law of the land relating to the only business in which the company professed to be engaged. As if it were feared that, notwithstanding these discouraging circumstances, some extremely eccentric person might attempt to examine and understand the meaning of the involved and intricate net in which he was to be entangled, it was printed in such small type, and in lines so long and so crowded, that the perusal of it was made physically difficult, painful, and injurious.

Delancey v. Ins. Co., 52 N.H. 581, 588 (1873).

As the court in *Delancey* explained, the situation led to the passage of legislation to curb abuses by insurers:

> The loss of the time occupied by the solicitation of insurance agents, the loss of premiums and assessments paid, the loss of insurance security, the vexation and costs of lawsuits lost upon the astute and technical character of the applications and policies not understood by the premium payers, the manner in which the innocent and deluded persons were overwhelmed by an array of their theoretical misrepresentations and constructive frauds, and other misfortunes incident to the system, were believed to constitute a crying evil, and a mischief of great magnitude. . . . Whether they ought to be what they are, or not, the fact is, that, in the present condition of society, men in general cannot read and understand these insurance documents. Whether it be reliance upon the representations of the companies' agents, or want of taste

> for literary pursuits and critical exegesis, or defect of legal attainments, or press of business, or fatigue of daily labor, or dislike of insurance typography, -- whatever the cause may be, the fact is, that, under the ordinary circumstances of the present order of things, these documents are illegible and unintelligible to the generality of mankind. And it seemed to the legislature that the companies who sent out their agents, knowing they would be confided in by the premium payers to transact the business properly, and who issued applications and policies which they knew would not be understood, should not take an unfair advantage of mistakes into which the companies themselves, by their agents and their fine print, caused the premium payers to innocently and unconsciously fall.

Id. at 590.

Modern efforts have been made to simplify the language of insurance policies; but, the importance of interpreting the policies on the basis of the insureds' reasonable expectations has remained unchanged:

> Current trends in insurance policy construction are toward more simplified language. Any new language in insurance contracts, however, requires interpretation by the courts. Therefore, the success of efforts at clearer expression remains to be seen.
>
> The insurance contract has the same basic requisites as other contracts. There is a need for an agreement, competent parties, consideration, and a legal purpose. However, the insurance contract also has other distinctive features. Insurance contracts cover fortuitous events, are contracts of adhesion and indemnity, must have the public interest in mind, require the utmost good faith, are executory and conditional, and must honor reasonable expectations.

James J. Lorimar, et al., *The Legal Environment of Insurance* at 176 (American Institute for Chartered Property Casualty Underwriters, 4th ed. 1993).

Despite attempts to simplify the language of insurance policies, the playing field favoring insurers over insureds remains. Insurers press their advantage by forcing insureds to litigate over coverage for losses that are covered by the terms of the policies.

> The insureds' disadvantage persisted as insurance took on more and more importance in this country. In order to purchase a home or a car, or commercial property, most people had to borrow money, and loans were not obtainable unless the property was insured. . . . The purchase of insurance was no longer a matter of prudence; it was a necessity. Then losses occurred and the inevitable disputes arose. These disputes, however, were not about an even exchange in value. Rather, they were about something quite different.
>
> Insureds bought insurance to avoid the possibility of unaffordable losses, but all too often they found themselves embroiled in an argument over that very possibility. Disputes over the allocation of the underlying loss worsened the insureds' predicament. In most instances, insureds were seriously disadvantaged because of the uncompensated loss; after all, the insured would not have insured against this peril unless it presented a serious risk of disruption in the first place. The prospect of paying attorneys' fees and other litigation expenses, in addition to the burden of collecting from the insurer, with no assurance of recovery, only aggravated the situation.
>
> These additional expenses could prove to be a formidable deterrent to the average insured. For most insureds, unlike insurers, such expenses were not an anticipated cost of doing business. Insureds did not plan for litigation as an institutional litigant would. Insurers, on the other hand, built the anticipated costs of litigation into the premium rate structure. In effect, insureds, by paying premiums, financed the insurers' ability to resist claims. Insureds, as a group, were therefore peculiarly vulnerable to insurers who, as a group, were inclined to pay nothing if they could get away with it, and, in any event, to pay as little as possible. Insurance had become big business.

Henderson, *supra*, at 13-14 (footnotes omitted).

Against this background, and in order to protect policyholders and create consistency, comprehensive rules of policy interpretation have developed. Advance Cable has set out those rules in its brief. They boil down to this: "[o]f primary importance is that the language of an insurance policy should be interpreted to mean what a reasonable person in the position of the insured would have understood the words to mean." *Gen. Cas. Co. of Wis. v. Hills*, 561 N.W. 2d 718, 722 (Wis. 1997).

In the present case, Cincinnati asks the court to do the opposite. Where any reasonable insured would understand that "direct physical loss" means physical damage to an insured building, Cincinnati says that it means only *some* physical damage to a building. Where any reasonable insured would understand that the policy does not contain an exclusion for cosmetic damage, Cincinnati asks the court to create one.

II. Cosmetic Damage is Direct Physical Loss

Under the terms of the policy Cincinnati issued to Advance Cable, Cincinnati agreed, "[w]e will pay for direct physical 'loss' to Covered Property at the 'premises' caused by or resulting from a 'Covered Cause of Loss.'" The policy defines "loss" as "accidental loss or damage."

The instant policy term "direct physical loss" is copied from and the same as used in Insurance Services Office (ISO) forms for property losses. *See Tiger Fibers, LLC v. Aspen Specialty Ins. Co.*, 594 F.Supp.2d 630, 636 (E.D. Va. 2009). Over 1,400

insurers subscribe and belong to ISO, a national rating bureau and service organization that creates standardized policy forms that comply with state requirements, and which then files the forms with the respective state departments of insurance. *See, generally,* Thomas M. Reiter, *The Pollution Exclusion Under Ohio Law: Staying the Course,* 59 U. Cinn. L. Rev. 1165, 1189 at n. 98 (Spring 1991); David G. Stebing: *Article: Insurance Regulation in Alaska: Healthy Exercise of a State Prerogative,* 10 Alaska L.Rev. 279, 291 at n. 53 (Dec. 1993).

Because the term "direct physical loss" is so widely used by insurers in property coverage forms, it is essential that this courts interpret it as the rules of policy interpretation require. By any reasonable interpretation of the term, it includes cosmetic damage.

"Conceptually and literally, 'physical damage' is central to insurance coverage. It plays a key role in all-risk coverage which frequently provides coverage for 'all risks of direct physical loss or damage' to covered property unless the risk is specifically excluded. It is central to the concept of 'property damage' in the typical liability policy." Sherilyn Pastor and Jerry P. Sattin, *Insurance 101 - Insights for Young Lawyers: What Does "Physical Damage" Mean When It Doesn't Work? "Physical Damage" as Loss of Function, Value, or Use in Liability and First Party Coverage,* Volume 19, Number 5 Coverage 23 (September/October 2009).

Black's Law Dictionary defines "physical" as "[r]elating or pertaining to the body, as distinguished from the mind or soul or the emotions. Material, substantive, having an objective existence, as distinguished from imaginary or fictitious; real,

having relation to facts, as distinguished from moral or constructive." *10A Couch on Insurance* §148:46 at n. 78, quoting Black's Law Dictionary (5th ed. 1979). *See also Sullivan v. Standard Fire Ins. Co.,* 956 A.2d 643 (table), 2008 WL 361141 (Del. 2008) (unpublished), quoting Webster's Ninth New Collegiate Dictionary (1987) ("physical" means "having material existence;" mold spores are a physical loss even though they are not tangible or perceptible to the naked eye); *Widdows v. State Farm Fla. Ins. Co.*, 920 So.2d 149 (Fla. 5th DCA 2006) (an abnormality in a pipe is a physical loss whether or not damage results from the abnormality).

A physical loss is a "distinct, demonstrable, physical alteration of the property." *10A Couch on Insurance* §148:46. It is "physical loss of or damage to insured property." William N. Erickson & Alexander G. Henlin, *Understanding Extra Expense*, 45 Tort Tr. & Ins. Practice L.J. 1 (Fall 2009). The phrase "obviously refers to a situation where the insured's property, whether building or contents[,] has been damaged or destroyed by an insured peril[.]" *Id.*, quoting *Port Murray Dairy Co. v. Providence Washington Ins. Co.*, 145 A.2d 504, 507-08 (N.J. Super. Ch. Div. 1958).

The National Underwriter Company publishes under the name FC & S, or Fire, Casualty & Surety, a comprehensive library of reference books for insurance professionals. FC & S also provides online bulletins in which its experts respond to questions from insurance professionals. The bulletin is used by insurance agents and brokers to interpret standard insurance policy provisions. FC&S has stated that cosmetic damage from hail is covered direct physical loss:

> *[Question:] Hail stones have created dents to a copper roof. The section of roofing is located over a second story bay window. It does not appear that the hail has compromised the life span of the roof's surface or otherwise affected or decreased its useful lifespan.*
>
> *Our HO policy provides coverage for direct physical loss. If the roof's integrity was not compromised by the hail stone impact, has a physical loss occurred?*
>
> *We believe that some carriers view this type of damage as cosmetic and do not provide coverage for replacement of copper roof. Does FC & S have an opinion?*
>
> [Answer:] Whether or not the dents are cosmetic or affect the roof structure, they are still direct physical loss. The policy doesn't define damage so standard practice is to go to a desk reference. Merriam Webster online defines damage as loss or harm resulting from injury to property, person, or reputation. The roof now has dents where it didn't before; that's direct damage. The policy doesn't exclude cosmetic damage, so direct damage, even if it is cosmetic, is covered. It's the same as if vandals had painted the side of the house purple. While cosmetic, it's damage, and is covered. The principle of indemnity is to restore the insured to what they had before the loss, and this insured had a roof with no dents.

FC & S Bulletin, *Direct Physical Loss and Cosmetic Loss* (Nat'l Underwriter Co. December 5, 2011).

Cosmetic damage created by hail is direct physical loss. It is physical because it is material and substantive, not imaginary or fictitious. It is a physical loss because it is a physical alteration to the property. [1] As the FC & S comment

[1] In a hail damage case, it is "axiomatic that a dented roof is worth incrementally less than an undented roof." *Lead GHR Enterprises, Inc. v. American States Ins. Co.*, Case No. 12-5056-JLV, op, at 3 (D.S.D. Sept. 30, 2014).

stated, "The roof now has dents where it didn't before; that's direct damage." Cincinnati's denial of coverage on the basis that cosmetic damage is not direct physical damage is an attempt to escape the terms of its own policy. Its argument is an aberration from what the insurance industry recognizes.

III. All Risk Policies Such as the One at Issue Here Were Created to Insure, and Do Insure, Against All Risks That are not Excluded; Where There is No Exclusion, There is Coverage

The policy issued by Cincinnati to Advance Cable insures against "direct, physical 'loss' to Covered Property at the 'premises' caused by or resulting from any Covered Cause of Loss." The policy provides, "Covered Causes of Loss is RISKS OF DIRECT PHYSICAL LOSS" unless the loss is excluded or limited by the policy. When such insuring language is at issue, the policy is considered an "all risk" policy, such that the policy provides coverage for any loss unless a specific exclusion to coverage is found to apply.

Prior to the creation of all risk policies, policies covered only specific "named perils." The obvious benefit of the all risk policies was that, in the absence of a clear and specifically excluded cause of loss, policyholders could obtain the peace of mind that their property risks would be covered.

> Prior to the passage of the multiple-line laws, the operations of most insurance companies were limited by their charters to selected fields of underwriting. . . .
>
> During the 20's, the companies issuing the so-called "all risk" contract on real and personal property were relatively few; this encouraged Lloyd's, unhampered by state controls, to enter the field and write a substantial amount of business.
> . . .

> The package contract eliminates the dangerous guess-work by an insurance-buyer, eliminates piecemeal covers and includes automatically under practically all risk conditions all real and personal property values… [**T]he buyer obtains full automatic coverage whether or not he is aware that an exposure exists. Only specific exclusions can alter the situation.**
>
> … These contracts provide all-risk coverage to property with few of the old traditional exclusions. The exclusion most often used is the unusual exposure of flood, in which case a definite flood limit is inserted in the contract. You can see from the above that the buyer can collect practically all direct physical loss regardless of the cause of the loss. . . .
>
> This single multiple line policy greatly simplifies property insurance for the insured. It covers all risks except for those specifically enumerated in the policy. Not only does it simplify the insurance process, but it also can give more complete coverage.

Roby Harrington, *Multiple Peril Packages* at 106-08 (Insurance World 1957) (emphasis added).

The insurance industry, for valid competitive and economic reasons, sells the instant form policy at *the point of sale* knowing that it is supposed to broadly afford coverage and very narrowly limit exclusions. Unfortunately, at *the point of performance* the insurer could have significant economic reasons to argue out of the broad protections its "all risk" product provides.

> While knowledge about contract terms is valuable in any transaction, several characteristics of insurance underscore the importance of policy wording. Insurance companies are usually in the enviable position of having to keep their promises last. By the time a loss occurs, the policyholder has already paid the premium and otherwise

> fulfilled its contractual obligations. There is no second chance to insure a known loss.

Kenneth S. Wollner, *How to Draft and Interpret Insurance Policies* p. xi (International Risk Management Institute 2010).

Cincinnati sold to Advance Cable an all risk policy. As discussed above, cosmetic damage is a covered direct physical loss. By asserting that cosmetic damage is somehow excluded from direct physical loss, Cincinnati is attempting to create an exclusion that does not exist in the policy it issued.[2] To allow it to do so would be contrary to the rules of policy interpretation and to the interests of public policy.

CONCLUSION

UP has filed this *amicus* brief because the significance of this case goes far beyond a single policyholder with a roof damaged by hail. The policy term at issue is present in policies issued by more than 1,400 insurers, and the principle that every insurance policy should be interpreted reasonably affects every person living in this country who uses streets where insured cars are driven, lives in a building insured by themselves or their landlords, works for an employer who provides worker's compensation insurance, or participates in almost any other aspect of everyday life.

Cincinnati asks this court to interpret "direct physical loss" as not applying to all physical damages, and to create an exclusion where none exists. That

[2] As Advance Cable has pointed out, Cincinnati is planning to add to its future commercial property policies an exclusion that would exclude this loss.

interpretation is an attempt to escape from the terms of the policy it issued and is contrary to public policy. The order of the District Court granting summary judgment to Advance Cable should be affirmed.

Dated: October 20, 2014

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CERTIFICATE OF COMPLIANCE WITH RULE 32(A)

I hereby certify that this brief complies with the type-face and volume limitations set forth in Federal Rule of Appellate Procedure 32(a)(7) in that it was prepared in Century Schoolbook 12 point font. This brief contains 4,119 words according to the word count feature in Microsoft Word 2010.

CERTIFICATE OF SERVICE

I hereby certify that on October 20, 2014, I electronically filed the foregoing Amicus Curiae Brief of United Policyholders in Support of Plaintiffs/Appellees with the Clerk of the Court for the United States Court of Appeals for the Seventh Circuit by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

Dated: October 20, 2014

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